

EXHIBIT 2

FIRST AMENDMENT TO COMMERCIAL LEASE

THIS FIRST AMENDMENT TO COMMERCIAL LEASE (this "Amendment") is made and entered into this 17th day of July, 2003, by and between Heritage Harbor Golf & Country Club Community Association, Inc., a Florida not-for-profit corporation ("Lessor"), whose address is c/o Rampart Properties, Inc., 10012 North Dale Mabry, Suite 223, and Heritage Harbor Community Development District ("Lessee"), a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes, whose address is c/o Severn Trent Environmental Services, Inc., 16311 West Tampa Boulevard, Tampa, Florida 33647, Attention: Mr. John Daugirda.

RECITALS

A. Lessor and Lessee have entered in to that certain Commercial Lease dated June 26, 2003 (the "Lease") with respect to certain premises located at 19502 Heritage Harbor Parkway, Lutz, Florida.

B. The parties desire to incorporate into the lease a revised Exhibit C which sets for the agreed upon breakdown of expenses and reserves been Lessor and Lessee with respect to the Property.

C. The parties desire to amend the Lease as set forth herein.

NOW, THEREFORE, incorporating the Recitals Section herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereby agree as follows:

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Amendment.

2. Conflicts. In the event that there is a conflict between this Amendment and the Lease, this Amendment shall control. Whenever possible, this Amendment and the Lease shall be construed as a single document. Except as modified hereby, the Lease shall remain in full force and effect.

3. Capitalized Terms. All initially capitalized terms not defined herein shall have the meaning set forth in the Lease, except that "Lease" shall mean the Lease and this Amendment, together with all amendments and modifications thereof.

4. Amendment to Exhibit C. Exhibit C to the Lease is hereby deleted in its entirety and replaced with Exhibit I attached hereto.

5. Governing Law. The Lease and this Amendment shall be governed and construed in accordance with the internal laws of the State of Florida.

[ADDITIONAL TEXT AND SIGNATURE ON FOLLOWING PAGE]

6. Entire Agreement. This Amendment and the Lease contain the entire agreement between the parties hereto with respect to the subject matter hereof and may not be modified or changed in any way except in writing signed by both parties.

IN WITNESS WHEREOF, Lessor and Lessee have caused this First Amendment to Lease to be executed as required by law on this, the day and year first above written.

WITNESSES:

LESSOR:

HERITAGE HARBOR GOLF & COUNTRY CLUB COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

Eric J. Cissel
Print Name: Eric L. Cissel

By: *Betty D. Valenti*
Name: BETTY D. VALENTI
Title: President

Molly Brandon
Print Name: Molly Brandon

LESSEE:

HERITAGE HARBOR COMMUNITY DEVELOPMENT DISTRICT, a special purpose unit of local government organized pursuant to Chapter 190, Florida Statutes

Eric J. Cissel
Print Name: Eric L. Cissel

By: *Dawn G. Simbone*
Name: DAWN G. SIMBONE
Title: CHAIRMAN - BO of Supervisors

Molly Brandon
Print Name: Molly Brandon

EXHIBIT I**BREAKDOWN OF EXPENSES AND RESERVES BETWEEN LESSOR AND LESSEE**

CLUBHOUSE EXPENSES	% Allocation Lessor	% Allocation Lessee	NOTES
A/C MAINTENANCE	54.00%	46.00%	Pro Shop & Restaurant 5,196 sq ft, Clubhouse 6,066 sq ft
ADVERTISING/HELP WANTED	100.00%	0.00%	Help wanted advertising for Club employees
ALARM	54.00%	46.00%	Pro Shop & Restaurant 5,196 sq ft, Clubhouse 6,066 sq ft
BACKFLOW VALVE	0.00%	100.00%	
BUILDING MAINTENANCE	50.00%	50.00%	CDD & Club to split cost 50/50
CLEANING SERVICE	58.00%	42.00%	Restaurant 4,407 sq ft, Clubhouse 6,066 sq ft, Pro Shop excluded
COMPUTER SUPPORT	50.00%	50.00%	CDD & Club to split cost 50/50
COMMUNITY NEWSLETTER	100.00%	0.00%	Community newsletter for Club events
CONTINGENCY FUND	0.00%	100.00%	
COPY/FAX MACHINE LEASE	50.00%	50.00%	CDD & Club to split cost 50/50
DECORATING	100.00%	0.00%	Decorating cost for Club area
DEPRECIATION EXPENSE	0.00%	100.00%	
ELECTRICITY	54.00%	46.00%	Pro Shop & Restaurant 5,196 sq ft, Clubhouse 6,066 sq ft
EMPLOYEE NEW HIRE	100.00%	0.00%	New hire expense for Club employees
EXERCISE ROOM EQ. REPAIR	100.00%	0.00%	Repair expense for Club exercise equipment
EQUIPMENT PURCHASE	100.00%	0.00%	Equipment purchases for Club operations
EQUIPMENT RENTAL/Water Treatment	50.00%	50.00%	CDD & Club to split cost 50/50
EQUIPMENT REPAIR	100.00%	0.00%	Repair expense for Club equipment
FIRE ALARM	50.00%	50.00%	CDD & Club to split cost 50/50
GATE ARM	100.00%	0.00%	Gate at Village 17 entrance
INSURANCE	35.00%	65.00%	Allocation based on premium amount by category
INSURANCE DEDUCTIBLE	35.00%	65.00%	Allocation based on premium amount by category
JANITORIAL SUPPLIES	100.00%	0.00%	Cleaning supplies for Club areas
MANAGEMENT FEE	25.00%	75.00%	S&S management fee
MISC	100.00%	0.00%	Club related miscellaneous expenses
MUSIC/CABLE	50.00%	50.00%	CDD & Club to split cost 50/50
OFFICE SUPPLIES	100.00%	0.00%	Office supplies for Club operations
PAYROLL OFFICE	100.00%	0.00%	Part-time receptionist(s)
PAYROLL CLUBHOUSE DIRECTOR	100.00%	0.00%	Full-time Club coordinator
PAYROLL MAINTENANCE	100.00%	0.00%	Full-time maintenance person
PAYROLL TAXES & FEES	100.00%	0.00%	Payroll taxes & fees for Club employees
PAY RELATED GR. INS 401K	100.00%	0.00%	Group insurance expense for Club employees
PEST CONTROL	50.00%	50.00%	401K expense for Club employees
POSTAGE	100.00%	0.00%	CDD & Club to split cost 50/50
REPAIRS/MAINT	50.00%	50.00%	Postage for Club mailings
SPECIAL EVENTS	100.00%	0.00%	CDD & Club to split cost 50/50
SUPPLIES MISC	100.00%	0.00%	Special events for Club members
TELEPHONE	50.00%	50.00%	Supplies for Club operations
TOT LOT MULCH	100.00%	0.00%	CDD & Club to split cost 50/50
TRASH	15.00%	85.00%	Mulch for tot lot
TRAINING - STAFF	100.00%	0.00%	Trash pick-up service for Club, Restaurant & Pro Shop
UNIFORMS	100.00%	0.00%	Training expense for Club employees
WATER & SEWER	50.00%	50.00%	Uniform expense for Club employees
WEBSITE	50.00%	50.00%	CDD & Club to split cost 50/50

Note: An invoice that is specific to an area of operation (Club or CDD) will be charged 100% to its respective area, regardless of whether or not the charge falls under one of the shared cost line items. Only invoices that are truly shared expenses will be shared between the operations.

**HERITAGE HARBOR CDD
SHARED RESERVES**

<u>Shared Reserve Allocations</u>	<u>Sq Ft</u>	<u>Total</u>	<u>Interior</u>
Pro Shop	789	4.90%	7.01%
Carl Barn	4,834	30.03%	
Restaurant	4,407	27.38%	39.13%
Clubhouse	6,066	37.69%	53.86%
	16,096	100.00%	100.00%
Excluding Carl Barn (Interior)	11,282		

<u>Shared Reserves</u>	<u>Years</u>	<u>% Alloc Lessor</u>	<u>% Alloc Lessee</u>
Parking Lot Paving	20	50%	50%
Parking Lot/Sealing & Striping	5	50%	50%
Clubhouse Renovation	15	54%	46%
Clubhouse Roof	20	38%	62%
Front French Door	10	50%	50%
HVAC System	20	54%	46%
Wood Picket Fence	R&M (10)	38%	62%
Canvas Awnings	10	50%	50%
Carpeting	8	54%	46%

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE DOCUMENT ON FILE IN MY OFFICE. WITNESS MY HAND AND OFFICIAL SEAL THIS..... DAY OF.....



RICHARD A. CLERK

BY: *[Signature]*

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